TECHNICAL ARRANGEMENT

BETWEEN

THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY
OF THE
DEPARTMENT OF DEFENSE
OF THE
UNITED STATES OF AMERICA

AND

OF THE FRENCH REPUBLIC

CONCERNING

GEOSPATIAL-INTELLIGENCE COOPERATION

PREAMBLE

The Department of Defense of the United States of America, represented by the National Geospatial-Intelligence Agency and the Minister of Defense of the French Republic, represented by État-Major Des Armées (hereinafter referred to as the Parties):

Having a mutual interest in the attainment of national goals in the field of Geospatial Intelligence (GEOINT);

Recognizing the benefits to be obtained from standardization, rationalization and interoperability in products, data, publications, related GEOINT materials and equipment;

Desiring to achieve mutual objectives and goals through the application of GEOINT technology and production procedures;

Desiring to improve their mutual conventional defense capabilities through the applications of emerging technology;

Considering the Convention between the Parties to the North Atlantic Treaty regarding the status of their forces (NATO SOFA) signed in London, June 19, 1951.

Considering the General Security Arrangement between the Government of the United States of America and the Government of the French Republic signed September 7, 1977.

Have agreed as follows:

ARTICLE I

BGI

Bureau Géographique Interarmées, Department of the Ministry of Defense of the French Republic, Etat-Major des Armées, in charge of geospatial information support to the French forces and responsible for implementing this Technical Arrangement.

Controlled Unclassified Information

Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this Arrangement, the information shall be marked to identify its "in confidence" nature. Markings for controlled unclassified information may include "Limited Distribution" (LIMDIS), "For Official Use Only" (FOUO), or "Proprietary Information".

Cooperative Production

The cooperative efforts within defined areas which lead to the development of production specific Geospatial intelligence products or other digital data sets generally using U.S. and French materials, which meets customer requirements.

Copyright

Form of protection provided by law to authors of original works of authorship, which may include databases, maps and charts.

Disclosure

Showing or revealing information, whether orally, in writing, or through any other medium, without providing the recipient with a copy for retention.

GEOINT

Geospatial Intelligence. The collection, transformation, generation, portrayal, dissemination, and storing of geodetic, geomagnetic, aeronautical, topographic, hydrographic, imagery, cartographic, cultural, bathymetric and toponymic data. GEOINT also includes the evaluation of topographic, hydrographic, or aeronautical features for their effect on military operations or intelligence. The data may be presented in the form of topographic, planimetric, relief, or thematic maps and graphics; nautical and aeronautical charts and publications; and in a variety of mutually acceptable formats.

Geospatial Information

Information that identifies the geographic location and characteristics of natural or constructed features and boundaries on the earth and includes statistical data and information derived from, among other things, remote sensing, mapping, and surveying technologies; and mapping, charting, geodetic data, and related products.

EMA

État-Major Des Armées.

Government entity

Refers to US Federal Government and French Government.

NGA

The National Geospatial-Intelligence Agency.

National contractors

Contractors, prospective contractors, or subcontractors which are determined to be under financial, administrative, policy or management control of a Party to this Arrangement.

Release

Providing the recipient of information with a copy, whether in writing or any other medium, for retention.

Technical Arrangement

A written instrument that documents and carries into effect the Party's mutual intentions and objectives regarding the subject matter addressed therein,

including the parties intent that any rights, obligations or remedies set forth in the Arrangement be legally binding, and enforceable in accordance with their respective national laws and under international law,

Third Party

A person or other entity, other than an officer, employee, or agent of the Government of a Party.

ARTICLE II GENERAL PROVISIONS

- 2.1 The Parties have entered into this Technical Arrangement (hereinafter referred to as the Arrangement) to document their mutual plans regarding the subject matter addressed herein. The Parties intend that any rights, obligations or remedies set forth in this Arrangement be legally binding, and enforceable in accordance with their respective national laws and under international law.
- 2.2 It is the intent of both parties that the provisions of this Arrangement shall be consistent with their national laws. It is also the intent of both parties that all activities under this Arrangement shall be carried out in accordance with their national laws. Any inconsistency between this Arrangement and either parties' national laws, shall necessitate renegotiation of the Arrangement, but does not relieve either Party of their obligations under this Arrangement until such time as the Arrangement is amended or terminated.
- 2.3 All actions pursuant to this Arrangement shall be carried out on behalf of the Department of Defense of the United States of America and the Minister of Defense of France, État-Major Des Armées by the designated organizations identified in the individual Implementing Annexes to this Arrangement.

ARTICLE III OBJECTIVES

The objectives of this Arrangement are:

- 3.1 To exchange information for defense purposes. This may include co-production programs, cooperative production, and cooperative efforts. The items to be exchanged shall include, but are not limited to: maps, charts, information, data and related materials in printed or digital formats; geodetic, geophysical, geomagnetic, and gravity data; reproduction materials; and other related specifications, publications, and materials.
- 3.2 To provide for cooperative production programs and other technical assistance as mutually determined in the production of products, data, and other related GEOINT materials required by both Parties.

- 3.3 To exchange technical and procedural information related to the standardization of methods, procedures, specifications, and formats for the collection, evaluation, processing, and production of products, data, and related GEOINT materials. Such exchanges shall be designed to promote international standardization in general and to facilitate interoperability between the Parties.
- 3.4 To establish technical assistance and exchange of technology information relevant to cartographic, geodetic, and geophysical developments, and production processes and techniques.
 - 3.5 To exchange production programming and production status information as required.
- 3.6 To establish and implement training programs in disciplines relevant to the objectives of this Arrangement, as agreed upon and as resources allow.

ARTICLE IV

IMPLEMENTING ANNEXES AND APPENDIXES

- 4.1 The terms, procedures, obligations, and technical details for the subjects mentioned in Article II of this Technical Arrangement are set forth in individual "Implementing Annexes" composed of Annexes and Appendixes to this Arrangement. Each Implementing Annex shall state the specific purpose, obligations, terms, to exchange and/or co-production procedures, responsibilities of each Party, quantities of products, data, publications, and related GEOINT materials to be exchanged, and other related GEOINT matters agreed upon by the Parties. Implementing Annexes shall be signed by the Parties to the Arrangement or by persons authorized by the Parties.
- 4.2 The Annexes shall include no provision inconsistent with this Arrangement. The Annexes shall include guidance on use and release. The Parties shall carry out the Annexes in accordance with the existing and developing capabilities of both Parties, subject to the availability of GEOINT resources (equipment, personnel, facilities, and finances) for such purposes.
- 4.3 Appendixes may be added to an Annex to affect the Implementing Annex. Appendixes shall include no provision inconsistent with the Implementing Annex under which drafted, nor any provision inconsistent with this Arrangement. Appendixes include, but are not limited to, such information as: descriptions and quantities of the products, data, programs, and related GEOINT materials to be exchanged or co-produced, distribution procedures and addresses of recipients.

ARTICLE V

MUTUAL OBLIGATIONS AND RESPONSIBILITIES

5.1 Matters related to reproduction, copyrights, trademarks, use, and release restrictions of products, data, and related GEOINT materials are separately addressed in the Implementing Annexes and/or as specified in subsequent Appendixes to the Implementing Annexes.

- 5.2 Topographic and aeronautical, products and data, publications, reproduction materials, geodetic or geophysical data, digital data, or related GEOINT materials, including parts thereof, provided by one Party to the other may be provided to any government entity of the recipient Party for defense purposes only. Such products, data, publications, and related GEOINT materials, however, shall not be provided to any Third Party without prior written approval of the originating Party, unless specifically authorized in the relevant Implementing Annex. Items provided to other government entities, or to a national contractor, shall be marked with classification or release codes to ensure that the materials, data, or information stays within that organization. The exchanged and reproduced products, data, publications, and related GEOINT materials shall be utilized by both Parties in accordance with the purpose of this Arrangement.
- 5.3 In the exchange and reproduction of products, data, publications, and related GEOINT materials, the Parties agree to comply with the restrictions concerning use, release, reproduction, and distribution imposed by the originating Party as set forth in the Implementing Annexes.
- 5.4 In cases where a Party's copies of any products, data, publications, or related GEOINT materials become badly damaged and are not usable, and copies are available from the other Party, then the Party may provide, on a reimbursable basis, sufficient copies of the relevant GEOINT materials to allow the Party to re-establish production and distribution of such materials to meet its GEOINT requirements. The Parties on a case-by-case basis shall mutually determine the quantities of the products, information, or data, to be provided and the duration of such support.
- 5.5 Hardcopy products exchanged or co-produced under the terms of the Arrangement may be converted to a digital format without requiring additional approval from the originating Party except Third Party products.
- 5.6 No facility shall be employed pursuant to this Arrangement in which products, data, publications, or related GEOINT materials supplied by a Party are to be used where the financial or management control of such facility is directed by an entity other than a government entity of a Party, without the prior written approval of the Party supplying the products, data, publications, or related GEOINT materials, except as in the relevant Implementing Annexes.

ARTICLE VI FINANCIAL PROVISIONS

- 6.1 As a basic principle, each Party shall bear the costs it incurs for performing, managing, and administering its activities under this Arrangement. Any such costs shall be included as part of each Party's contribution to the support of the Arrangement.
- 6.2 A Party shall promptly notify the other Party if available funds are not adequate to fulfill its obligations or responsibilities under this Arrangement. If a Party notifies the other Party that it is reducing or terminating its funding in support of this Arrangement, both Parties shall immediately consult with a view toward continuation on a mutually determined modified basis.

- 6.3 It is the intent of this Arrangement to eliminate, insofar as possible, payments for the products, data, publications, and related GEOINT materials exchanged.
- 6.4 Both Parties agree to review to ensure equity of the terms of this Arrangement and the Implementing Annexes shall be conducted on an annual basis.
- 6.5 Provisions about specific financial arrangements shall be addressed in the appropriate Implementing Annex as required.

ARTICLE VII SECURITY

- 7.1 All classified information or material provided or generated pursuant to this Arrangement shall be stored, handled, transmitted, and safeguarded in accordance with the General Security of Information Arrangement between the United States of America and the French Republic. This Arrangement entered into force on September 7, 1977 and its associated Industrial Security Procedures entered into force on May 21, 1985. Should the 1977 Arrangement be terminated, the obligations of the Parties regarding the exchange of classified information or material would remain for the classified information or material exchanged before the termination of the 1977 Arrangement. The exchange of additional classified information or material shall not be permitted unless a new security of information Arrangement is concluded between the governments of the Parties.
- 7.2 Classified information and materials shall be transferred only through official channels or through channels approved in writing by the Parties to this Arrangement. Such information and materials shall bear the level of classification, denote the country of origin, the conditions of release, and the fact that the information and material relates to this Arrangement.
- 7.3 Each Party shall take all lawful steps available to it to ensure that the classified products, data, publications, or related GEOINT materials provided or generated pursuant to this Arrangement are protected from further disclosure, except as permitted by this Article, unless the other Party consents to such disclosure. Accordingly, each Party shall ensure that:
 - 7.3.1 The recipient shall not release the classified information or material to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Party in accordance with the procedures set forth in ARTICLE VIII, THIRD PARTY SALES AND TRANSFERS.
 - 7.3.2 The recipient shall not use the classified information or material for other than the purposes provided for in this Arrangement.
 - 7.3.3 Each Party shall provide receipts for all the classified information or materials received. The recipient shall comply with any distribution and access restrictions on the classified products, data, publications, or related GEOINT materials that are provided under this Arrangement.

- 7.4 The Parties shall investigate all cases in which it is known or where there are grounds for suspecting that the classified products, data, publications, or related GEOINT materials provided or generated pursuant to this Arrangement have been lost or disclosed to unauthorized persons. Each Party shall also promptly and fully inform the other Party of the circumstances of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.
- 7.5 National contractors are not considered to be Third Parties for the purposes of disclosure to, and use by them, of products, information and materials for the purposes of the Arrangement
- 7.6 Contractors, prospective contractors, or subcontractors which are determined to be under financial, administrative, policy or management control of nationals or entities of a Third Party, may participate in a contract or subcontract requiring access to the classified information or material provided or generated pursuant to this Arrangement only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party shall not have access to the classified information or material. If enforceable measures are not in effect to preclude access by national or other entities of a Third Party, the other Party shall be consulted for approval prior to permitting such accesses.
- 7.7 For any facility wherein the classified information or materials are to be used, the responsible Party or Contractor shall approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the classified information or materials pertaining to this Arrangement. These officials shall be responsible for limiting access to the classified information or materials involved in the Arrangement to those persons who have been properly approved for access and have a need-to-know.
- 7.8 Each Party shall ensure that access to the classified information or materials is limited to those persons who possess requisite security clearances and have a specific need for access to the information or materials in order to participate in the Arrangement.
- 7.9 Information or materials provided or generated pursuant to this Arrangement may be classified as high as SECRET. The existence of the Arrangement is UNCLASSIFIED and the contents are UNCLASSIFIED.

ARTICLE VIII CONTROLLED UNCLASSIFIED INFORMATION

- 8.1 Except as otherwise provided in the Arrangement or as authorized in writing by the originating Party, Controlled Unclassified Information provided or generated pursuant to the Arrangement shall be controlled as follows:
 - 8.1.1 Controlled Unclassified Information shall be used only for the purposes authorized in this Arrangement.
 - 8.1.2 National contractors are not considered to be Third Parties for the purposes of disclosure to, and use by them, of Controlled Unclassified products, information and materials for the purposes of the Arrangement

- 8.1.3 Access to such Controlled Unclassified Information shall be limited to personnel whose access is necessary for the permitted use under paragraph 8.1.1 and shall be subject to the provisions of ARTICLE IX, THIRD PARTY SALES AND TRANSFERS.
- 8.1.4 Each Party shall take all lawful steps, which may include national classification, available to it to keep such Controlled Unclassified Information free from further disclosure, unless the originating Party consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Unclassified Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party.
- 8.2 To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked. The Parties shall decide, in advance and in writing, on the marking to be placed on the Controlled Unclassified Information. The appropriate markings shall be defined in the annexes.
- 8.3 Controlled Unclassified Information provided or generated pursuant to this Arrangement shall be handled in a manner that ensures control as provided for in this Article.
- 8.4 Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Parties shall ensure the Contractors are legally bound to control such Controlled Unclassified Information in accordance with the provisions of this Article.

ARTICLE IX THIRD PARTY SALES AND TRANSFERS

- 9.1 The Parties shall not sell, transfer title to, disclose or transfer possession of products, publications, and related GEOINT materials or jointly acquired materials or equipment exchanged pursuant to this Arrangement to any Third Party unless in accordance with an Implementing Annex, and shall not use or permit their use for purposes other than those authorized by this Arrangement, unless the written consent of the providing Party has first been obtained. The originating Party shall be solely responsible for authorizing such transfer and, as applicable, specifying the method and provisions for implementing such transfers.
- 9.2 The Parties agree that all unlicensed materials exchanged or co-produced products, data an related GEOINT materials provided to the other Party under terms of this Arrangement may be provided by either Party to multinational, coalition, or other combined operation of which both Parties are a member, for defense, humanitarian, peacekeeping, and related activities. If there is a defense, humanitarian, peacekeeping, or related activity in which only one Party is a participant, the authorization of the non-participant Party is required to provide that Party's products.
- 9.3 Upon receipt of written approval from the originating Party, either Party shall be permitted to disclose product, data, publications and related GEOINT materials exchanged under this Arrangement to Third Party governments participating in joint military training programs or exercises that the Party is hosting or sponsoring. The disclosure to the Third Party governments shall only be for the duration of the training or exercise, shall occur within an

environment controlled by a Party to this Arrangement, shall be conveyed only in visual-only or hardcopy format, and shall not result in the release of any data exchanged under this Arrangement to a Third Party government. The Parties shall have effective procedures in place to ensure that the Third Party governments are unable to retain any disclosed materials after the joint military training or exercise has concluded, and to prevent the destruction, loss, transfer, download or duplication of the disclosed materials.

ARTICLE X VISITS TO ESTABLISHMENTS

- 10.1 Each Party shall permit visits to its Government establishments and agencies responsible for implementing this Arrangement, by employees of the other Party or by employees of the other Party's National Contractor(s), if such visits are authorized by both Parties and the employees have all necessary and appropriate security clearances and a need-to-know.
- 10.2 All visiting personnel shall be required to comply with security regulations of the host Party. Any information disclosed or made available to visitors shall be treated as if supplied to the Party sponsoring the visiting personnel and shall be subject to the provisions of the Arrangement.
- 10.3 Requests for visits by personnel of one Party to a facility of the other Party shall be coordinated through official channels and shall conform to the established visit procedure of the host country.
- 10.4 Lists of personnel of each Party required to visit, on a continuing basis, facilities of the other Party shall be submitted through official channels in accordance with the host Party's established international visit procedures.

ARTICLE XI

EXCHANGE OR FURNISHING OF MAPPING, AND GEODETIC DATA, SUPPLIES AND SERVICES

Either Party may exchange with or furnish to the other Party Geospatial Intelligence data, supplies and services, in the field of geospatial intelligence. The receiving Party shall use such data, supplies and services only for the purposes set out in this Arrangement, and according to the terms and conditions of the separate Implementing Annex.

ARTICLE XII SETTLEMENT OF DISPUTES

- 12.1 Disagreements between the Parties arising under or relating to this Arrangement or any of the Implementing Annexes shall be resolved only by consultation between the Parties.
- 12.2 In the event of a conflict between an Article of this Arrangement and any Implementing Annex to this Arrangement, the Article of the Arrangement shall prevail.

ARTICLE XIII SUPERSESSION

Upon signature by both Parties, this Arrangement and the Implementing Annexes shall supersede the Memorandum of Mapping, Charting and Geodesy Exchange Between United States Department of Defense, Defense Mapping Agency and the État-Major Des Armées of the Ministry of Defense of France, which entered into force on March 15, 1990; the Arrangement Between the Defense Mapping Agency, Department of Defense, United States of America and the État-Major Des Armées, Ministry of Defense, France concerning Mapping, Charting, and Geodesy Cooperation that entered into force on January 20, 1993; Annex A to the Arrangement between Defense Mapping Agency, Department of Defense, United States of America and État-Major Des Armées, Ministry of Defense, France, concerning Mapping, Charting, and Geodesy Cooperating, Implementing Authorities and Administrative Procedures, which entered into force on January 20, 1993; and Annex B to the Arrangement Between the Defense Mapping Agency, Department of Defense, United States of America and the État-Major Des Armées, Ministry of Defense, France concerning Mapping, Charting, and Geodesy Cooperation, Digital Mapping and Charting Products, Geodetic and Geophysical Data and Related Material, which entered into force on May 11, 1995.

ARTICLE XIV

AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION AND TECHNICAL REVIEW

- 14.1 This Arrangement and its Implementing Annexes and Appendixes may be amended by written, mutual Arrangement of the Parties. Implementing Annexes and Appendixes may be amended and new Annexes may be added by written, mutual Arrangement of the persons authorized to sign Implementing Annexes, or by such persons' designees. New Appendixes may be added to Implementing Annexes by written, mutual Arrangement of the persons authorized to sign Implementing Annexes, or by such persons' designees. Amendment of Implementing Annexes or Appendixes shall not require renegotiation or amendment of the Implementing Annex. Parties may delegate authority to sign implementing Annexes or Appendices to other entities of their Governments.
- 14.2 This Arrangement may be terminated at any time upon the written consent of the Parties. Alternatively, it may be terminated by one Party giving 180 days written notice to the other Party of its intention to do so. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action and to ensure termination on the most economical and equitable terms. In the event of termination of this Arrangement or any Implementing Annex, the following rules shall apply:
 - 14.2.1 In the event of termination of this Arrangement or any Implementing Annex, both Parties agree to prepare a mutually agreed to "Termination Protocol" which shall include procedures for satisfying uncompleted obligations arising during the period the Arrangement or Implementing Annex was in force.

- 14.2.2 The Parties shall continue participation, financial or otherwise, up to the effective date of termination. Each Party shall pay the costs it incurs as a result of the termination.
- 14.2.3 All information, products, data, related GEOINT materials, and rights therein received under the provisions of the Arrangement shall be retained by the Parties, subject to the provisions of the Arrangement.
- 14.3 Termination of the Arrangement terminates all Implementing Annexes and Appendixes.
- 14.4 The respective rights and responsibilities of the Parties regarding the execution of the Arrangement including the provisions of ARTICLE VII, SECURITY; ARTICLE VIII, CONTROLLED UNCLASSIFIED INFORMATION; ARTICLE IX, THIRD PARTY TRANSFERS; and ARTICLE XII, SETTLEMENT OF DISPUTES, shall continue notwithstanding termination of, or withdrawal from, this Arrangement.
- 14.5 This Arrangement, which consists of the Preamble, fourteen (14) Articles and two (2) Implementing Annexes shall enter into force upon signature by both Parties and shall remain in effect until terminated or superseded.
- 14.6 The Implementing Annexes are:
 - 14.6.1 Implementing Annex A, Topographic Products, Data, Publications, and Related Geospatial Information and Services Materials.
 - 14.6.2 Implementing Annex B, Aeronautical Products, Data, Publications, and Related Geospatial Information and Services Materials.
 - 14.6.3 The Chief of BGI is entitled to sign the revisions of Implementing Annexes.
 - 14.6.4 The Director of NGA Office of International Affairs and Policy is authorized to sign the Implementing Annexes.
- 14.7 The Parties will conduct a technical review of this Arrangement at least annually by a method and at a time and place as mutually agreed.

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

Done in duplicate, in the English and French languages, both versions deemed equally authentic.

FOR THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY DEPARTMENT OF DEFENSE UNITED STATES OF AMERICA

FOR THE MINISTER OF DEFENSE OF THE FRENCH REPUBLIC

Vice Admiral Director,

National Geospatial-Intelligence Agency

JEAN-ARMEL HUBAULT

Colonel Chef du

Bureau Géographique Interarmées

Date

Belhesda, MD

19 décembre 2006

IMPLEMENTING ANNEX A

TO THE

TECHNICAL ARRANGEMENT

BETWEEN

THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY

OF THE

DEPARTMENT OF DEFENSE

OF THE

UNITED STATES OF AMERICA

AND

MINISTER OF DEFENSE

OF THE

FRENCH REPUBLIC

CONCERNING
GEOSPATIAL-INTELLIGENCE COOPERATION

TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GEOSPATIAL-INTELLIGENCE MATERIALS

This Implementing Annex A concerning Topographic Products, Data, Publications, and Related Geospatial-Intelligence (GEOINT) Materials is entered into pursuant to the Technical Arrangement between the United States of America Department of Defense, represented by the National Geospatial-Intelligence Agency and the Minister of defense of the French Republic represented by the État Major des Armées concerning Geospatial Intelligence-Cooperation.

1. PURPOSE

- 1.1 The purpose of this Implementing Annex is to define the Arrangement for the exchange of topographic products, data, publications, and related GEOINT materials and the provision of co-production support services of mutual interest between the Department of Defense of the United States of America and the Minister of Defense of the French Republic mapping and geospatial organizations.
- 1.2 For the purpose of this Annex, the designated organizations of the parties shall be as follows:
 - 1.2.1 For the Minister of Defense of the French Republic The Bureau Géographique Interarmées (BGI).
 - 1.2.2 For the United States of America The National Geospatial-Intelligence Agency (NGA).

2. MATERIALS TO BE EXCHANGED/PROVIDED

2.1 All topographic products, data, publications, and related GEOINT materials provided under this Implementing Annex shall be done according to the shipping instructions in Section 4 (below) – "Shipment of Materials."

2.2 Topographic maps

- 2.2.1 <u>Copies of Topographic Maps</u>: Topographic products, (preferably in digital format) identified in Appendix I shall automatically be supplied by either Party to the other without charge. Additional copies of topographic products from Appendix I shall be requested in accordance with Appendix II and may be provided by either Party to the other.
- 2.2.2 <u>Reproduction Materials</u>: One (1) set of reproduction material (preferably in digital format) for each sheet of the topographic products identified in Appendix I shall be provided by either Party to the other upon request. Reproduction materials provided by either Party may be used by the other Party to print stock for its use with the prior written authorization from the original producing Party.
- 2.2.3 <u>Publications and related GEOINT materials</u>: Topographic publications and related GEOINT materials shall be exchanged as specified in Appendix I without charge to either Party. Additional copies of topographic publications and related GEOINT materials identified in Appendix I shall be requested in accordance with Appendix II and may be provided, by either Party to the other.

- 2.2.4 <u>Geographic Names Information</u>: Geographic names information, gathered by government or civilian organizations shall be exchanged without charge to either Party, as specified in Appendix I.
- 2.2.5 <u>Stocks</u>: Requests for additional copies, including planning and operational stocks, of topographic products, data, publications, and related GEOINT materials listed in Appendix I will be considered on a case-by-case basis, and may be provided by the producing Party to the other Party.

2.3 Digital Topographic Products:

- 2.3.1 Where applicable, digital topographic products, data, publications, and related GEOINT materials transferred under the provisions of this Implementing Annex shall be exchanged in formats mutually agreed upon between NGA and BGI. In most cases, digital topographic products, data, publications, and related GEOINT materials shall be exchanged via optical media in mutually agreed format.
- 2.3.2 <u>Digital Data</u>: Digital topographic products and data as provided for in Appendixes will be supplied by either Party to the other without charge.
- 2.3.3 <u>Publications and related GEOINT materials</u>: Publications related to digital topographic data and related GEOINT materials will be exchanged as specified in applicable Appendixes without charge.

3. USE AND RELEASE

- 3.1 Each Party shall honor the copyright, trademark, use and release restrictions on all topographic products, data, publications and related GEOINT materials provided by the other Party in accordance with specific written guidance from the providing Party at the time of the delivery or transmittal.
- 3.2 All products, information, and related GEOINT materials provided by the Parties to each other under the terms of this Implementing Annex may be used for government and defense purposes and shall not be used for any other purpose without the prior written consent of the providing Party.

4. SHIPMENT OF MATERIALS

4.1 All shipments of topographic products, data, publications, and related GEOINT materials by either Party to the other shall be accompanied by appropriate transmittal documents that list the contents of the shipment. There shall be no advance copies of transmittals for Automatic Distribution. Transmittal documents for classified shipments shall be prepared in accordance with the General Security of Information Arrangement between the Government of the United States and the Government of France, which entered into force on September 7, 1977 and its associated Industrial Security Procedures, which entered into force on May 21, 1985, and ARTICLE VII, SECURITY, and ARTICLE VIII, CONTROLLED UNCLASSIFIED INFORMATION of the Arrangement.

- 4.2 All shipment costs shall be borne by the sending Party.
- 4.3 All packages shall be clearly marked with the notation "UNITED STATES DoD/REPUBLIC OF FRANCE MoD BILATERAL GEOINT ARRANGEMENT EXCHANGE MATERIAL NON REIMBURSABLE" and include the following Customs Declaration.

CUSTOMS DECLARATION

The materials enclosed are exchanged between Government Defense Agencies and under the terms of Official Bilateral Defense Arrangements

Contents are to be used for Government and Defense Purposes ONLY
And are not releasable for Commercial Sale

Signed:

Name: Position:

.

Date: /

Official Stamp

4.4 The following addresses should be used for shipments of all topographic products, data, publications, and related GEOINT materials:

4.4.1 TO NGA OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

4.4.1.1 Library copies of France produced topographic products, data, publications, and related GEOINT materials (copies, reproduction material, gazetteers, catalogs, specifications, publications, etc.), as outlined in Appendix I, will be sent to NGA:

National Geospatial-Intelligence Agency ATTN: NGA Research Center, Mail Stop D-91 6000 MacArthur Boulevard Bethesda, MD 20816-5003

TEL: (301) 227-2108 FAX: (301) 227-5059

4.4.1.2 Reproduction Materials (with 2 hard copy plots)

National Geospatial-Intelligence Agency ATTN: Research Center, Mail Stop L-37 3838 Vogel Road Arnold, MO 63010-6238

TEL: (636) 321-5356 FAX: (314) 676-7501 4.4.1.3 Bulk shipments / operational stocks of BGI-produced hard copy / digital topographic products, send to:

DLA Defense Distribution Depot Europe (DDDE) Germersheim Branch Map Support Office, Building 7986 Waldstrasse 7977 D-76726 Germersheim, Germany

4.4.1.4 BGI special requests and/or requests for additional copies (bulk shipment) as well as product catalogs, GEOINT application software, names data, and reproduction materials.

National Geospatial-Intelligence Agency Mail Stop N-75 1200 First Street, SE Washington, DC 20303-0001

TELEPHONE: (202) 284-3572

FAX: (202) 284-3719

E-Mail George.M.Dee@nga.mil, OIP desk officer

4.4.2 TO BGI OF THE MINISTRY OF DEFENSE OF THE FRENCH REPUBLIC:

4.4.2.1 NGA-produced topographic products, data, publications, and related GEOINT materials (copies, reproduction material, gazetteers, catalogs, specifications, publications, etc.) as outlined in Appendix I, will be sent to:

For digital products to:

Bureau Géographique Interarmées F 00450 FRANCE 16 Bis avenue Prieur de la Cote D'Or 94114 ARCUEIL France

Telephone: 00 33 1 42 31 89 49 Fax: 00 33 1 42 31 89 50

E-mail: marc.bugeau@dga.defense.gouv.fr dga.arcueil@partenaires.dga.defense.gouv.fr

For paper products:

Section géographique militaire **BP 147** 00481 ARMÉES Telephone: 00 33 1 41 93 38 94

Fax: 00 33 1 41 93 33 86

4.4.2.2 Bulk shipments / operational stocks of NGA-produced hard copy, send to:

Dépot géographique principal et de transit **BP 233** 89306 JOIGNY CEDEX Telephone: 00 33 3 86 19 33 89

Fax: 00 33 3 86 19 33 88

4.4.2.3 NGA requests for bulk and additional stock will be sent to:

Section géographique militaire **BP 147** 00481 ARMÉES

Telephone: 00 33 1 41 93 38 94

Fax: 00 33 1 41 93 33 86

5. REVISIONS

Transmittals of new indexes and notification by either Party of discontinued topographic products, data, publications, and related GEOINT materials shall automatically constitute revisions to this Implementing Annex in accordance with ARTICLE XIV, AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND

DURATION AND TECHNICAL REVIEW of the Arrangement.

6. VALIDITY

This Implementing Annex shall enter into force on the date of the last signature and shall remain in force in accordance with ARTICLE XIV: AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION AND TECHNICAL REVIEW of the Arrangement.

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

Done in duplicate, in the English and French languages, both versions deemed equally authentic.

FOR THE NATIONAL GEOSPATIAL

-INTELLIGENCE AGENCY

DEPARTMENT OF DEFENSE

UNITED STATES OF AMERICA

LLOYD B. ROWLAND

Deputy Director,

National Geospatial-Intelligence Agency

JEAN-ARMEL HÜBAULT

Colonel

Chef du Bureau Géographique Interarmées

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FOR THE MINISTER OF DEFENSE

of the FRENCH REPUBLIC

État-Major Des Armées

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APPENDIX I

TO

IMPLEMENTING ANNEX A

EXCHANGE OF TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GEOSPATIAL INFORMATION, SERVICES AND MATERIALS

1. ITEMS PROVIDED FROM NGA TO BGI

1.1 The National Geospatial-Intelligence Agency (NGA) shall provide, free of charge, the following NGA produced topographic products, data, publications listed in this appendix, and related Geospatial Intelligence (GEOINT) materials to the Bureau Géographique Interarmées (BGI), État-Major des Armées. Current editions will be provided initially, if required. Thereafter, new editions or applicable amendments shall be provided in like quantities. Maps produced and maintained by the French Republic, or Third Party countries, are not included. Digitized versions, of these products shall be provided upon request if otherwise available and releasable.

1.2 Topographic Products:

1.2.1 Two (2) copies of each current (if not already possessed by BGI) and future edition releasable topographic and/or image based products including by not limited to the following maps automatically:

Series 1105	The World Scale 1:20,000,000
Series 1107	The World Scale 1:60,000,000 and 1:135,000,000
Series 1144	The World Scale 1:22,000,000
Series 1145	The World Scale 1:30,000,000
Series 1147	Eurasia Scale 1:18,000,000
Series 1150	The World Scale 1:14,000,000
Series 1151	Briefing Graphic Scale 1:7,000,000 and 1:5,000,000
Series 1153	Central and South America Briefing Graphic - Various Scales
Series 1303	Middle East Briefing Map Scale 1:1,500,000
Series 5213	Southeast Asia Briefing Map Scale 1:2,000,000

- 1.2.2 Any request of topographic product (if available) over the United States or U.S. territories will be considered on a case-by-case basis.
- 1.3 <u>Digital Topographic Products</u>: One (1) copy of each current and future edition of digital topographic data identified in paragraphs 1.1 in Raster and Vector formats, if available.

- 1.4 <u>NGA Standards and Specifications</u>. Provide one (1) copy of the current NGA specifications and standard to BGI relating to the data provided above. Thereafter, one (1) copy of any new publication, update or applicable amendment shall be provided upon request.
- 1.5 <u>Reproduction Material</u>: One (1) set of reproduction material (preferably in digital format) for any NGA-produced topographic products furnished under paragraph 1.2.1, upon request.
- 1.6 <u>Publications, related GEOINT materials</u>: Two (2) copies of any publications or GEOINT material related or applied to the products listed in paragraph 1.2., upon request.
- 1.7 Geographic Names Data: GEONAME and the existing NGA/US Board on Geographic Names (US BGN) Gazetteer of the Republic of France and gazetteers relevant to the topographic products specified in paragraph 1.2 above, or a Compact Disk containing a listing of the geographic names data from the NGA/US BGN Geographic Names Database in a standardized format (such as Geographic Information System (GEOINTS) format), upon request.

2. ITEMS PROVIDED FROM BGI TO NGA

2.1 The Bureau Géographique Interarmées (BGI), shall provide free of charge, the following French-produced topographic products, data, publications, and related GEOINT material to NGA. Current editions shall be provided initially, if required. Thereafter, new editions of applicable amendments shall be provided in like quantities. Digitized versions of these products shall be provided upon request if otherwise available and releasable.

2.2 Topographic Products:

M762

2.2.1 Two (2) copies of each current and future edition of releasable topographic and/or image based products automatically.

M663 1:100,000 Topographic Products

M937 1:1,000 – 1:25,000 Topographic Products
M964M 1:1,000 – 1:25,000 Topographic Products

Series 1501 Air and Ground 1:250,000 Joint Operations Graphics (Air preferred)

1:50,000 Topographic Products

Series 1404 1:500,000

- 2.2.2 Two (2) copies of any new topographic products over France or French territories produced by France, automatically.
- 2.3 <u>Digital Topographic Products</u>: One (1) copy of each current and future edition of digital topographic data in Raster and Vector formats if available identified in paragraph 2.2, automatically.

- 2.4 <u>BGI Standards and Specifications</u>: Provide one (1) copy of the current Bureau Géographique Interarmées (BGI) specifications and standards to NGA relating to the data provided above, upon request. Thereafter, one (1) copy of any new publication, update or applicable amendment should be provided upon request.
- 2.5 <u>Reproduction Material</u>: One (1) set of reproduction material (preferably in digital format) for all the Bureau Géographic Interarmées (BGI)-produced topographic products furnished under paragraph 2.2, upon request. Whenever such reproduction material is provided, two (2) hard copies of the product shall be furnished as well. Any reproduction materials of other Bureau Géographic Interarmées (BGI) produced topographic products should be requested.
- 2.6 <u>Publications, Related GEOINT materials and Geographic Names Data</u>: Two (2) copies each of the following BGI publications covering the sovereign territory of France, including its' Territories, upon request:
 - 2.6.1 Current and future catalogs, technical publications, instructions and specifications related to the topographic products, data, and related GEOINT material identified in Implementing Annex A, produced by BGI.
 - 2.6.2 Updated geographic names information preferably on Compact Disk in a standardized format (such as Geographic Information System (GEOINTS) that is usable for the US Party, if available and upon request, (if unavailable, a Hardcopy Gazetteer).
- 2.7 All gazetteer, names, and similar information provided by one Party to the other is publicly available information and is releasable to Third Parties.

3. VALIDITY

The Implementing Annex shall enter into force on the date of the last signature and shall remain in force in accordance with ARTICLE XIV, AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT AND DURATION AND TECHNICAL REVIEW of the Arrangement.

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

Done in duplicate, in the English and French languages, both versions deemed equally authentic.

FOR THE NATIONAL GEOSPATIAL	FOR THE MINISTER OF DEFENSE
-INTELLIGENCE AGENCY	of the FRENCH REPUBLIC
DEPARTMENT OF DEFENSE	
UNITED STATES OF AMERICA	•
Lega Rouland	HAHabaret .
LLOYD B. ROWLAND Deputy Director, National Geospatial-Intelligence Agency	JEAN-ARMEL HUBAULT Colonel Chef du Bureau Géographique Interarmées État-Major Des Armées
12/19/06	19 décembre 2006
Date /	Date
Betharda, MD	Bethada mo

Location

Location

APPENDIX II

TO

IMPLEMENTING ANNEX A

REQUESTS FOR TOPOGRAPHIC PRODUCTS, DATA, PUBLICATIONS, AND RELATED GEOSPATIAL-INTELLIGENCE MATERIALS

- 1. At the sole discretion of the National Geospatial-Intelligence Agency (NGA) of the United States of America, it may satisfy the Bureau Géographic Interarmées (BGI), État Major Des Armées of the Ministry of Defense of the French Republic, requests for copies of any NGA-produced topographic products, data, publications, and related GEOINT materials, with the exception of those items subject to other bilateral Arrangements or Technical Arrangements, or other restrictions.
- 2. At the sole discretion of BGI. État-Major des Armées, it may satisfy NGA requests or copies of any Franceproduced topographic products, data, publications, and related GEOINT materials, with the exception of those items subject to other bilateral Arrangements or Technical Arrangements, or other restrictions.
- 3. Distribution of these items exchanged upon request will be specified in Section 4 "Shipment of Materials" of Implementing Annex A.

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

Done in duplicate, in the English and French languages, both versions deemed equally authentic.

FOR THE NATIONAL GEOSPATIAL	
-INTELLIGENCE AGENCY	
DEDARTMENT OF DECEMBE	

OF AMERICA

LLOYD B. ROWLAND Deputy Director,

National Geospatial-Intelligence Agency

FOR THE MINISTER OF DEFENSE of the FRENCH REPUBLIC

JEAN-ARMEL HUBAULT

Colonel

Chef du Bureau Géographique Interarmées État-Major Des Armées

12/19/06 Bethesla no Bellesde NO

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Location

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IMPLEMENTING ANNEX B

TO THE

TECHNICAL ARRANGEMENT

BETWEEN

THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY

OF THE

DEPARTMENT OF DEFENSE

OF THE

UNITED STATES OF AMERICA

AND

MINISTER OF DEFENSE

OF THE

FRENCH REPUBLIC

CONCERNING
GEOSPATIAL-INTELLIGENCE COOPERATION

AERONAUTICAL PRODUCTS, DATA, PUBLICATIONS, AND RELATED GEOSPATIAL INTELLIGENCE INFORMATION, SERVICES AND MATERIALS

The Implementing Annex B concerning Aeronautical products, Data, Publications, and Related Geospatial-Intelligence (GEOINT) and Services Materials is entered into pursuant to the Technical Arrangement between the National Geospatial-Intelligence Agency of the Department of Defense of the United States of America and the Minister of defense of the French Republic represented by the État Major des Armées concerning Geospatial Intelligence-Cooperation.

1. PURPOSE

- 1.1 The purpose of this Implementing Annex is to define Arrangements for the exchange of aeronautical products, data publications, and related GEOINT materials and the provision of co-production support services of mutual interest between the Department of Defense of the United States of America and the Minister of Defense of the French Republic mapping and geospatial intelligence organizations.
- 1.2 For the purpose of this Annex, the designated organizations of the parties shall be as follows:
 - 1.2.1 For the Minister of Defense of the French Republic Bureau Géographique Interarmées (BGI) representing Direction de la Circulation Aérienne Militaire (DIRCAM).
 - 1.2.2 For the Department of Defense of the United States- the National Geospatial-Intelligence Agency (NGA).

2. MATERIALS TO BE EXCHANGED/PROVIDED

- 2.1 All aeronautical products, data, publications, and related GEOINT materials provided under this Annex shall be done according to the shipping instructions in Section (4) "Shipment of Materials."
 - 2.1.1 <u>Aeronautical Products</u>: Aeronautical products identified in Appendix I shall automatically be supplied by either Party to the other without charge. Additional copies of aeronautical products from Appendix I shall be requested in accordance with Appendix III and may be provided by either Party to the other.
 - 2.1.2 <u>Flight Information Publication (FLIP)</u>: FLIPs identified in Appendix II shall automatically be supplied by either Party to the other without charge. Requests for additional copies of FLIP and related data shall be considered and provided by the producing Party to the other Party in accordance with the terms of a Foreign Military Sales (FMS) Case or equivalent process.
 - 2.1.3 <u>Reproduction Materials</u>: One (1) set of reproduction material (preferably in digital format) for any sheet of aeronautical products identified in Appendix I shall be provided by either Party to the other upon request. Reproduction materials provided by either Party may be used by the other Party to print stock for its use with prior written authorization from the original producing Party.

- 2.1.4 <u>Publications and Related GEOINT Materials</u>: Six (6) copies of aeronautical publications and related GEOINT materials shall be exchanged as specified in Appendixes I and II without charge to either Party to the other. Additionally copies of aeronautical publications and related GEOINT materials identified in Appendixes I and II shall be requested in accordance with Appendix III and may be provided by either Party to the other.
- 2.1.5 <u>Stocks</u>: Request for additional copies, including planning and operational stocks, of aeronautical products, data, publications, and related GEOINT materials listed in Appendix I and II shall be considered on a case-by-case basis and provided by the producing Party to the other Party.
- 2.2 <u>Digital Aeronautical Products</u>: Where applicable, digital aeronautical products, data, publications, and related GEOINT materials transferred under the provisions of this Implementing Annex shall be subject to the Digital Geographic Information Exchange Standard (DIGEST) formats, if possible. In most cases, digital aeronautical products, data, publications, and related GEOINT materials shall be exchanged via optical media.
 - 2.2.1 <u>Digital Data Appendixes</u>: Digital aeronautical products and data as provided for in Appendixes I and IV shall be supplied by either Party to the other without charge.
 - 2.2.2 <u>Publications and related GEOINT materials</u>: Publications related to digital aeronautical data and related GEOINT materials shall be exchanged as specified in applicable Appendixes without charge.

3. USE AND RELEASE RESTRICTION

- 3.1 Each Party shall honor the copyright, trademark, use and release restrictions on all aeronautical products, data, publications and related GEOINT materials provided by the other Party in accordance with specific written guidance from the providing Party at the time of the delivery or transmittal.
- 3.2 All products, information, and related GEOINT materials provided by the Parties to each other under the terms of this Implementing Annex may be used for government and defense purposes and shall not be used for any other purpose without the prior written consent of the providing Party.

4. SHIPMENT OF MATERIALS

4.1 All shipments of aeronautical products, data, publications, and related GEOINT materials by either Party to the other shall be accompanied by appropriate transmittal documents that list the contents of the shipment. There shall be no advance copies of transmittals for Automatic Distribution. Transmittal documents for classified shipments shall be prepared in accordance with the General Security of Informational Arrangement between the Government of the United States and the Government of France, which entered into force on September 7, 1977 and its associated Industrial Security Procedures, which entered into force on May 21, 1985, and ARTICLE VIII, SECURITY and ARTICLE VIII, CONTROLLED UNCLASSIFIED INFORMATION of the Arrangement.

- 4.2 All aeronautical products, data, publications, and related GEOINT materials to be exchanged under this implementing Annex shall be sent free of foreign charges. All shipment costs shall be borne by the sending Party.
- 4.3 All packages shall be clearly marked with the notation "UNITED STATES DoD/FRANCE MoD BILATERAL GEOINT ARRANGEMENT EXCHANGE MATERIAL-NOT REIMBURSABLE" and the following Customs Declaration:

CUSTOMS DECLARATION

The materials enclosed are exchanged between Government Defense Agencies under the terms of Official Bilateral Defense Arrangements

Contents are to be used for Government and Defense Purposes ONLY And are not releasable for Commercial Sale

Signed: Name:

Position:

Date: /

Official Stamp

4.4 The following addresses should be used for shipments of all aeronautical products, data, publications, and related GEOINT materials:

4.4.1 TO NGA OF THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

4.4.1.1 Any French DIRCAM produced aeronautical products, data, publications, and related GEOINT materials (copies, reproduction materials, gazetteers, catalogs, as specified in Appendix I), should be sent to:

National Geospatial-Intelligence Agency Mail Stop: D-122 4600 Sangamore Road Bethesda, Maryland 20816-5003 USA

Telephone: (301) 227-6902 FAX: (301) 227-6680

4.4.2 TO THE DIRECTION DE LA CIRCULATION AÉRIENNE MILITAIRE:

4.4.2.1 NGA-produced aeronautical products, data, publications, and related GEOINT materials (copies, reproduction material, gazetteers, catalogs, specifications, publications, etc.), as specified in Appendix I should be sent to:

Direction de la Circulation Aérienne Militaire Division Information Aéronautique 8, Avenue de Roland Garros F-33700 Mérignac France e-mail: dircam dia@wanadoo.fr

Telephone: 00 33 5 57 92 55 70

Fax: 00 33 5 57 53 69 74

5. REVISIONS

Transmittals of new indexes and notification by either Party of discontinued aeronautical products, data, publications, and related GEOINT materials shall automatically constitute revisions to this Implementing Annex in accordance with ARTICLE XIV, AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFECT AND DURATION AND TECHNICAL REVIEW of the Arrangement.

6. VALIDITY

The Implementing Annex shall enter into force on the date of the last signature and shall remain in force in accordance with ARTICLE XIV, AMENDMENT, WITHDRAWAL, TERMINATION, ENTRY INTO EFFECT DURATION AND TECHNICAL REVIEW of the Arrangement.

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

Done in duplicate, in the English and French languages, both versions deemed equally authentic.

FOR THE NATIONAL GEOSPATIAL -INTELLIGENCE AGENCY DEPARTMENT OF DEFENSE

UNITED STATES OF AMERICA

LLOYD B. ROWLAND Deputy Director.

National Geospatial-Intelligence Agency

Heslas M Date

Location

FOR THE MINISTER OF DEFENSE of the FRENCH REPUBLIC

JEAN-ARMEL HUBAULT

Colonel

Chef du Bureau Géographique Interarmées État-Maior Des Armées

Rough

Betherde, DD

Date

Location

APPENDIX I

TO

IMPLEMENTING ANNEX B

EXCHANGE OF AERONAUTICAL PRODUCTS, DATA, PUBLICATIONS, AND RELATED GEOSPATIAL INTELLIGENCE INFORMATION AND SERVICES MATERIALS

- 1. The National Geospatial-Intelligence Agency (NGA) shall provide, free of charge, the following NGA-produced aeronautical products, data, publications, and related Geospatial Information and Services (GEOINT) materials to the Direction de la Circulation Aérienne Militaire (DIRCAM). Current editions shall be provided initially, if required. Thereafter, new editions of applicable amendments shall be provided in like quantities. Charts produced and maintained by France or Third Party countries, are not included. Digitized versions (e.g., CADRG) of these products shall be provided upon request if otherwise available and releasable.
 - 1.1 Aeronautical Products: Six (6) copies of each current and future edition of the NGA produced aeronautical products identified below, automatically to each addressee:
 - 1.1.1 Global Navigation and Planning Charts (GNC), 1:5,000, 000 (Entire Series)
 - 1.1.2 Jet Navigation Charts (JNC), 1:2,000,000 scale (Entire Series)
 - 1.1.3 Operational Navigation Charts (ONC), 1:1,000,000 scale (Entire Series)
 - 1.1.4 Tactical Pilotage Chart (TPC), 1:500,000 scale
 - 1.1.5 Joint Operations Graphics Air (JOG-A or Series 1501A), 1:250,000 scale. If series 1501A is not available but a Series 1501G (Ground) is available, the 1501G shall be provided.
 - 1.1.6 Digital Vertical Obstruction Files (DVOF) data upon request.
 - 1.1.7 Digital Aeronautical Flight Information Files (DAFIF) data over the world upon request.
 - 1.1.8 Automated Aeronautical Flight Information Files (AAFIF) data upon request.
- 1.2 Reproduction Material: One (1) set of reproduction material (preferably in digital format) for any NGA-produced aeronautical products under paragraph 1.1, upon request.

1.3 Publications and Related GEOINT Materials.

Two (2) copies of current and future releasable catalogs (to include NGA Aerospace Products Catalog Part 1 [CATP1VO1] and its Semiannual Bulletin Digest [CATP1UBD]), technical publications, instructions and specifications related to the aeronautical products, data, and related GEOINT material identified in Implementing Annex B to each addressee.

1.4 NGA's Internet website

Digital Aeronautical Data will be available until 30 September 2007 at the following secure site on the public domain; https://www2.nga.mil/products/digitalaero_protected/index.html.

NGA will officially assign by a letter a login to the BGI and the Division Information Aéronautique to allow it to connect to its web site to have access to geospatial documentation in digital format.

A new password will be forwarded every 90 days. The login and password can be shared with other government agencies for official non-commercial use.

2. The Direction de la Circulation Aérienne Militaire and the Bureau Géographique Interarmées shall provide, free of charge, the following produced aeronautical products, data, publications, and related GEOINT materials to NGA. Current editions shall be provided initially, if required. Thereafter, new editions or applicable amendments shall be provided in like quantities.

2.1 Aeronautical Products:

- 2.1.1 By the BGI Six (6) copies of the edition of the Joint Operations Graphics Air (JOG-A) and of the LFC DIRCAM (1:500,000). SGM will send updates automatically.
- 2.1.2 By the Division Information Aéronautique of the DIRCAM, copies of products it produces.
- 2.1.3 All products will contain a NATIONAL STOCK NUMBER (NSN), a corresponding NSN barcode, and a LIMITED DSTRIBUTION CAVEAT (if applicable).
- 2.2 Reproduction Material: One (1) set of reproduction material (preferably in digital format) for all Direction de la Circulation Aérienne Militaire produced aeronautical products furnished, upon request. Whenever such reproduction material is provided, two (2) hard copies of the product shall be furnished as well.

2.3 DIRCAM's Internet web site

2.3.1 The DIRCAM's Internet web site, on which is all the geospatial documents published by DIRCAM, is of free access. If a login should become compulsory, it will be communicated to the NGA.

2.4 Publications and Related GEOINT Materials:

- 2.4.1 Four (4) copies of each current and future catalogs, technical publications, instructions, and specifications related to the aeronautical products, data, publications, and related GEOINT materials distributed by Bureau Géographique Interarmées or Direction de la Circulation Aérienne Militaire to each addressee.
- 3. Shipping Instructions. The following addresses shall be used for shipments of all aeronautical products, data, publications, and related GEOINT materials provided under this Appendix:

3.1 TO THE UNITED STATES OF AMERICA:

3.1.1 Direction de la Circulation Aérienne Militaire produced aeronautical products, data, publications, and related GEOINT materials listed in paragraph 2.1 should be sent to:

National Geospatial-Intelligence Agency Aeronautical Safety Division L-27 Aeronautical Service Office (ASO-FRE) 3838 Vogel Road Arnold, MO 63010-6238 USA

Telephone: (314) 263-8067 FAX: (314) 263-4997

E-Mail: Aso@nga.mil, or Enrique.Hermosillo@nga.mil, or George.M.Dee@nga.mil.

3.1.2 Two (2) copies of DIRCAM-Produced hardcopy / digital aeronautical products, data, publications, and related GEOINT materials listed in paragraph 2.1 should be sent to:

National Geospatial-Intelligence Agency Mail Stop D-122 4600 Sangamore Road Bethesda, MD 20816-5003 USA

Telephone: (301) 227-6902 FAX: (301) 227-6680 3.1.3 Bulk shipments / operational stocks of DIRCAM-produced hard copy / digital aeronautical products, send to:

DLA Defense Distribution Depot Europe (DDDE) Germersheim Branch Map Support Office, Building 7986 Waldstrasse 7977 D-76726 Germersheim, Germany

Telephone: 011-49-7274-58303 or -58991 FAX: 011-49-7274-1815 or -58994

3.1.4 Requests for additional stock of NGA-produced hard copy / digital aeronautical products, data, publications, and related GEOINT materials, send to:

National Geospatial-Intelligence Agency Office of International and Policy Mail Stop N-75 1200 First Street, SE Washington, DC 20303-0001 USA

Telephone: (202) 284-3572 FAX: (202) 284-3719

E-mail: George.M.Dee@nga.mil

- 3.2 To the Direction de la Circulation Aérienne Militaire:
 - 3.2.1 NGA-produced aeronautical products, data, publications, and related GEOINT materials listed in paragraph 1.1, 1.2 and 1.3 should be sent to:

3.2.2 Requests for Bulk shipments / operational stocks of DIRCAM-produced hard copy /, send to

Direction de la Circulation Aérienne Militaire (DIRCAM)
Division Information Aéronautique
8, Avenue de Roland Garros
F-33700 Mérignac
France
e-mail: dircam dia@wanadoo.fr
Telephone: 00 33 5 57 92 55 70

Fax: 00 33 5 57 53 69 74

Section géographique militaire BP 147 00481 ARMÉES Telephone: 00 33 1 41 93 38 94 Fax: 00 33 1 41 93 33 86

3.2.3 Requests for digital aeronautical products, data, publications, and related GEOINT materials

Direction de la Circulation Aérienne Militaire Division Information Aéronautique 8, Avenue de Roland Garros F-33700 Mérignac France e-mail: dircam dia@wanadoo.fr

e-mail: dircam dia@wanadoo.fr Telephone: 00 33 5 57 92 55 70 Fax: 00 33 5 57 53 69 74

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

Done in duplicate, in the English and French languages, both versions deemed equally authentic.

FOR THE NATIONAL GEOSPATIAL
-INTELLIGENCE AGENCY
DEPARTMENT OF DEFENSE
UNITED STATES OF AMERICA

FOR THE MINISTER OF DEFENSE of the FRENCH REPUBLIC

LLOYD B. ROWLAND Deputy Director,

National Geospatial-Intelligence Agency

JEAN-ARMEL HUBAULT

Colonel

Chef du Bureau Géographique Interarmées

Betherde 1006

Huband

État-Major Des Armées

Date

Betherla, MD

Date

Location

Location

APPENDIX II

TO

IMPLEMENTING ANNEX B

EXCHANGE OF FLIGHT INFORMATION PUBLICATIONS (FLIP), DATA, AND RELATED GEOSPATIAL-INTELLIGENCE INFORMATION, SERVICES AND MATERIALS

1. The National Geospatial-Intelligence Agency (NGA) shall provide specified copies of the following NGA-produced FLIP products, data, publications and related Geospatial-Intelligence (GEOINT) materials to the Direction de la Circulation Aérienne Militaire (DIRCAM). Current editions shall be provided initially, if required. Thereafter, new editions or applicable amendments shall be provided in like quantities. Product changes can also be made periodically to allow for expeditious exchange of aeronautical information publications produced by the National Geospatial-Intelligence Agency (NGA) and the Direction de La Circulation, Aérienne Militaire (DIRCAM).

1.1 U.S. Department of Defense (DoD) Flight Information Publications (FLIP):

PRODUCT TITLE/STOCK NUMBER	QUANTITY
GENERAL PLANNING (PLANXGP)	16
AREA PLANNING NORTH AND SOUTH AMERICA (PLANXAP1)	16
AREA PLANNING SPECIAL USE AIRSPACE NORTH AND SOUTH AMERICA (PLANXAP1A)	16
MILITARY TRAINING ROUTES UNITED STATES BOOK/ROUTES (PLANXAP1BSET)	16
AREA PLANNING EUROPE, AFRICA, AND MIDDLE EAST (PLANXAP2)	16
AREA PLANNING SPECIAL USE AIRSPACE EUROPE, AFRICA, AND MIDDLE EAST (PLANXAP2A)	16
AREA PLANNING PACIFIC, AUSTRALASIA, ANTARCTICA PLANXAP3)	16
AREA PLANNING SPECIAL USE AIRSPACE PACIFIC, AUSTRALASIA, ANTARCTICA (PLANXAP3A)	16
AREA PLANNING & SPECIAL USE AIRSPACE EASTERN EUROPE AND ASIA (PLANXAP4X4A)	10
ENROUTE HIGH/LOW AFRICA SET (ENRXXAFRHLSET)	16
ENROUTE LOW ALASKA SET (ENRXXAKLSET)	10
ENROUTE HIGH ALASKA CHART 1/2 (ENRXXAKHCHT1)	10
ENROUTE ALASKA IFR SUPPLEMENT (ENRXXAKSUP)	10
ENROUTE LOW CANADA SET (ENRXXCNALSET)	16
ENROUTE HIGH CANADA SET (ENRXXCNAHSET)	16

ENROUTE CANADA FLIGHT SUPPLEMENT (ENRXXCNFLSP205S)	16
ENROUTE LOW CARIBBEAN AND SOUTH AMERICA SET (ENRXXCSALSET)	16
ENROUTE HIGH CARIBBEAN AND SOUTH AMERICA SET (ENRXXCSAHSET)	16
ENROUTE CARIBBEAN IFR SUPPLEMENT (ENRXXCSASUP)	16
ENROUTE LOW ALT EUROPE, NORTH AFRICA, AND MIDDLE EAST (ENRXXEURLSET)	16
ENROUTE HIGH ALT EUROPE, NORTH AFRICA, AND MIDDLE EAST (ENRXXEURHSET)	16
ENROUTE EUROPE, NORTH AFRICA, AND MIDDLE EAST SUPPLEMENT (ENRXXEURSUP)	16
ENROUTE FLIGHT INFORMATION HANDBOOK (ENRXXFLTIHBK)	16
ENROUTE PACIFIC, AUSTRALASIA, ANTARCTICA SET (ENRXXPAACHTSETA) 18 Charts,(ENRXXPAACHT19)	16
ENROUTE PACIFIC, AUSTRALASIA, ANTARCTICA SUPPLEMENT (ENRXXPAASUP)	16
ENROUTE LOW UNITED STATES SET (ENRXXUSLSET), (ENRXXUSLCHTAA1)	16
ENROUTE HIGH UNITED STATES (ENRXXUSHSET)	16
ENROUTE UNITED STATES IFR SUPPLEMENT (ENRXXUSIFRSP)	16
ENROUTE UNITED STATES VFR SUPPLEMENT (ENRXXUSVFRSP)	16
TERMINAL HIGH/LOW ALASKA (TERMXAKTPP)	10
TERMINAL ENROUTE HIGH/LOW AFRICA (TERMXENRAFRHL)	16
TERMINAL HIGH/LOW CANADA (TERMXCNAHLIAP)	16
TERMINAL HIGH/LOW CARIBBEAN, SOUTH AMERICA (TERMXCSAHLIAP)	16
TERMINAL HIGH/LOW EUROPE, NORTH AFRICA, AND MIDDLE EAST (TERMXEURHL)	16
TERMINAL HIGH/LOW PACIFIC, AUSTRALASIA, ANTARCTICA (TERMXPAAHLIAP)	16
TERMINAL LOW UNITED STATES (TERMXUSLIAP)	16
TERMINAL HIGH UNITED STATES (TERMXUSHIAP)	16
TERMINAL SID/STAR UNITED STATES (TERMXSTARUS)	16
TERMINAL VFR EUROPE (TERMXVFRADER)	10
DIGITAL AFRONAUTICAL FLIGHT INFORMATION FILE (DAFIE) (PLANXCDDAFIE)	2

SHIPPING INSTRUCTIONS

The products listed will be shipped by priority mail to:

DIRCAM/DIA
8 AVENUE DE ROLAND GARROS
F33700 MERIGNAC CEDEX
FRANCE

ACCOUNT NUMBER

PROJECT CODE

HM 0785

FRE

2. The Direction de la Circulation Aérienne Militaire (DIRCAM) will furnish the following products as soon as possible. Appropriate quantities are identified below for each column addressee listed under SHIPPING INSTRUCTIONS of this Appendix. Amendments and/or new editions, including binders and inserts, will be provided in like quantities.

PRODUCT TITLE	PRODUCT IDENT	QUANTITY
		ABCDEFG
<u>F</u> F	RANCE	
MANUEL D'INFORMATION AERONAUTIQUE MILITAIRE (Military Information Manual)	100 MIL AIP	3 1 0 1 0 0
CLASS ONE NOTAMs Via AFTN to EDDZYNYX and K	DZZNAXX	
SUPPLEMENT AU MILNOTAM (Military Class II NOTAMS)	104 MIL NTM	3 1 1 1 0 0
Plus		
CIRCULAIRES MILITAIRES D'INFORMATION AERONAUTIQUE (Military Aeronautical Information Circulars)	105	3 1 0 1 0 0
CD ROM DIRCAM	140	
MANUEL de CARTES de PROCEDURES aux INSTRUMENTS - FRANCE		
MIAC 1: MANUEL DE CARTES DE PROCEDURES AUX INSTRUMENTS POUR LES AERONEFSD'ETAT SUR LES AERODROMES DE L'AVIATION CIVILE	110 MIAC 1	3 1 1 1 0 0
MIAC 2: MANUEL DE CARTES DE PROCEDURES AUX INSTRUMENTS POUR LES AERONEFSD'ETAT SUR LES AERODROMES DE LA DEFENSE	111 MIAC 2	3 1 1 1 0 0

MIAC 4: RECEUIL DE PROCEDURES AUX INSTRUMENTS ET DE CIRCUIT A VUE POUR LES AERONEFS MILITAIRES -AVIONS DE COMBAT ET D'ENTRAINEMENT	118 MIAC 4	3 1 1 1 0 0
A VUE: MANUEL de CARTES de PROCEDURES A VUE AVIONS-HELICOPTERS	116 MIL AVF	3 1 1 1 0 0
EN ROUTE (SUPPLEMENT) FRANCE	120 MIL ERF	3 1 1 3 0 0
ROUTIER CAG ESPACE SUPERIEUR/INFERIEUR (General Air Traffic Enroute High/Low Altitude France)	125 MIL CRF	3 1 1 1 0 0
CARTE de RADIONAVIGATION HAUTE CIRCULATION AERIENNE MILITAIRE CAM (High Altitude OAT Navigation Chart)	130 ENR6 MIL	3 1 1 6 0 230 ALTITUDE EN
CARTE RESEAU TBA	136	1 0 0 0 0 0
AFRIQUE ET MOYEN-ORIENT (Africa and Middle East)		
EN ROUTE (SUPPLEMENT) AFRIQUE	150 MIL ERA	6 1 1 0 0 0
DIRCAM CATALOGUE		
CATALOGUE DES DOCUMENTS D'INFORMATION AERONAUTIQUE EDITES PAR LA DIRCAM INSTRUCTION 150 (Catalog of Aeronautical Documents Distributed by DIRCAM)	160	1 1 0 1 1 0
DIRCAM INSTRUCTIONS		
RCAM	169	1 0 0 0 0 0
350 DIRCAM	170	1 1 0 0 0 0
450 DIRCAM	171 MIL ORP	1 1 1 1 0 0
850 DIRCAM	173 MIL IAM	1 1 0 0 0 0
2350 DIRCAM	175 MIL IAI	1 0 0 0 0 0

SHIPPING INSTRUCTIONS

French Military aeronautical products should be shipped PRIORITAIRE (Priority) Class for addresses in COLUMNS A, B, E, F, & G below. ECONOMIQUE (Economy) Class should be used for addresses in COLUMNS C & D below.

LIST OF AMERICAN AGENCIES		DIRCAM ADDRESS NUMBER
COLUMN A -	NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY AERONAUTICAL DIVISION L-27 AERONAUTICAL SERVICES OFFICE (ASO-FRG) 3838 VOGEL ROAD	Nr. 400
NONTANE	ARNOLD, MO. 63010-6238 USA	
COLUMN B - PRIORITAIRE	NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY Aeronautical Office Europe Unit 7560 Bldg 546 66877 Flugplatz Ramstein	Nr. 402
	Germany	
COLUMN C -	MONSIEUR L'ATTACHE DE L'AIR Pres l'Ambassade Americaine en France	Nr. 406
ECONOMIQUE	2, Avenue Gabriel F-75008 - PARIS	
COLUMN D -	OFFICE AMERICAINE LIAISON	Nr. 407
ECONOMIQUE	CRNA - Nord 9, Rue de Champagne Boite Postale 32 F-91205 - ATHIS-MONS CEDEX	
COLUMN E -	NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY	Nr. 421
PRIORITAIRE	Aero Office Asia/Pacific 900 Hanger Ave (Hanger 4) Hickam AFB, Hawaii 96853-5246 USA	
COLUMN F - PRIORITAIRE	DEFENSE DISTRIBUTION DEPOT EUROPE ATTN: MSO Waldstrasse (Bldg #7970) 76726 Germersheim Germany	Nr. 403

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

Done in duplicate, in the English and French languages, both versions deemed equally authentic.

-INTELLIGENCE AGENCY	of the FRENCH REPUBLIC
DEPARTMENT OF DEFENSE	
UNITED STATES OF AMERICA	
Hard Rawh C	Alfubaner
LLOYD B. ROWLAND Deputy Director, National Geospatial-Intelligence Agency	JEAN-ARMEL HUBAULT Colonel Chef du Bureau Géographique Interarmées État-Major Des Armées
	19 décembre 2006
Rethosda, MD	Bethesde, ND

APPENDIX III

TO

IMPLEMENTING ANNEX B

REQUESTS FOR AERONAUTICAL PRODUCTS, DATA, PUBLICATIONS AND RELATED GEOSPATIAL-INTELLIGENCE MATERIALS

- 1. At the sole discretion of the National Geospatial-Intelligence Agency (NGA), it may satisfy the Bureau Géographique Interarmées (BGI) État Major des Armées of the Ministry of Defense of the French Republic, requests for copies of any NGA-produced aeronautical products, data, publications, and related GEOINT materials, with the exception of those items subject to other bilateral Arrangements or Technical Arrangements, or other restrictions.
- 2. At the sole discretion of BGI, État Major des Armées, it may satisfy NGA requests for copies of any BGI, État-Major des Armées-produced aeronautical products, data, publications, and related GEOINT materials, with the exception of those items subject to other bilateral Arrangements or Technical Arrangements, or other restrictions. Upon completion of any new releasable digital data, BGI will inform NGA.
- 3. Distribution of items exchanged upon request will be as specified in paragraph 4 "Shipment of Materials" of Implementing Annex B.

The foregoing represents the Arrangement of the National Geospatial-Intelligence Agency, Department of Defense of the United States of America, and the Minister of Defense of the French Republic, upon the matters referred to herein.

FOR THE MINISTER OF DEFENSE

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Done in duplicate, in the English and French languages, both versions deemed equally authentic.

FOR THE NATIONAL GEOSPATIAL

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-INTELLIGENCE AGENCY	of the FRENCH REPUBLIC
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LLOYD B. ROWLAND	JEAN-ARMEL HUBAULT
Deputy Director,	Colonel
National Geospatial-Intelligence Agency	Chef du Bureau Géographique Interarmées État-Major Des Armées
12/19/04	19 décembre 2006
Bethosta, MD.	Bethesda ND
Location	Location